



**SUPPLEMENTAL DECLARATION
FOR REISSUE
PATENT APPLICATION
TO CORRECT "ERRORS" STATEMENT
(37 CFR 1.175)**

Attorney Docket Number	8169-85279
First Named Inventor	Francisco Barreras Sr.
COMPLETE if known	
Application Number	09/591,351
Filing Date	03/31/2000
Art Unit	3766
Examiner Name	Kennedy, Schaeztle

I/We hereby declare that:

Every error in the patent which was corrected in the present reissue application, and which is not covered by the prior oath(s) and/or declaration(s) submitted in this application, arose without any deceptive intention on the part of the applicant.

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identify theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

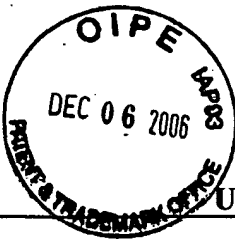
I/We hereby declare that all statements made herein of my/our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Name of Sole or First Inventor:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle (if any))		Family Name or Surname	
Francisco Jose		Barreras Sr.	
Inventor's Signature	<i>Francisco Barreras</i>	Date	11/21/06
Name of Second Inventor:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first and middle (if any))		Family Name or Surname	
Oscar		Jimenez	
Inventor's Signature	<i>Oscar Jimenez</i>	Date	11/21/06

☐ Additional inventors or legal representatives are being named on the _____ supplemental sheets PTO/88402A or 02LR attached hereto

This collection of information is required by 37 CFR 1.178. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1.5 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-0199 and select option 2.



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 08, 2004

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102606335A

WELSH & KATZ, LTD.
THOMAS R. VIGIL
120 S. RIVERSIDE PLAZA, 22ND FLOOR
CHICAGO, IL 60606

UNITED STATES PATENT AND TRADEMARK OFFICE
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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/17/2003

REEL/FRAME: 014699/0816
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

EXONIX CORPORATION D/B/A EXONIX
BIOMEDICAL ENGINEERING

DOC DATE: 11/14/2003

ASSIGNEE:

MEDTRONIC, INC.
710 MEDTRONIC PARKWAY
MINNEAPOLIS, MINNESOTA 55432-5604

SERIAL NUMBER: 08690968

FILING DATE: 08/01/1996

PATENT NUMBER: 5733313

ISSUE DATE: 03/31/1998

TITLE: RF COUPLED, IMPLANTABLE MEDICAL DEVICE WITH RECHARGEABLE BACK-UP
POWER SOURCE

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WELSH & KATZ, LTD.

014699/0816 PAGE 2

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11-21-2003



102606335

Docket No.:

D/\$

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 11-17-03
Exonix Corporation d/b/a Exonix Biomedical Engineering

Additional names(s) of conveying party(ies)

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: November 14, 2003

2. Name and address of receiving party(ies):

Name: Medtronic, Inc.

Address: 710 Medtronic Parkway

City: Minneapolis State/Prov.: MN

Country: USA ZIP: 55432-5604

Additional name(s) & address(es) ☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No. Filing date

B. Patent No.(s)

5,733,313

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas R. Vigil

Registration No. 24,542

Address: Welsh & Katz, Ltd.

120 S. Riverside Plaza, 22nd Floor

City: Chicago State/Prov.: IL

Country: USA ZIP: 60606

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

23-0920

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas R. Vigil

Name of Person Signing

Signature

Date

11/14/03

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office

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ASSIGNMENT

This Agreement is by and between Exonix Corporation, d/b/a Exonix Biomedical Engineering ("Assignor"), a corporation organized and existing under the laws of the State of Florida and having a principal place of business at 9344 Northwest 13th Street, Miami, Florida 33172, and MEDTRONIC, INC. a corporation organized and existing under the laws of the State of Minnesota and having a principal place of business at 710 Medtronic Parkway, Minneapolis, Minnesota 55432-5604 ("Medtronic").

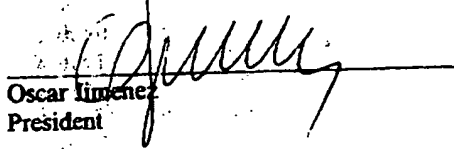
Assignor represents and warrants that it owns the entire right, title and interest in and to U.S. Patent No. 5,733,313, issued March 31, 1998, free and clear of any liens, licenses or other encumbrance.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby sell and assign to Medtronic, its successors and assigns, any and all right title and interest the Assignors may have in and U.S. Patent No. 5,733,313, issued March 31, 1998, the same to be held and enjoyed by Medtronic for its own use and benefit and use and benefit of its successors and assigns to the full end of the term for which the patent may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made, including without limitation the right to enforce the patent and collect damages for past and future infringement.

For the consideration aforesaid, the Assignors hereby individually, covenants and agrees to and with Medtronic, its successors and assigns, that whenever its counsel or the counsel of its successors or assigns, learned in the law, shall advise that an amendment or division of, or continuation or any continuation-in-part thereof, or any other proceeding in connection with the filing or prosecution of said domestic or foreign patent application, including interference proceedings, is lawful and desirable, or that a reissue of extension of the is lawful and desirable, I or my executors, administrators or assigns will sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid patents, or for the reissue of extension of the same, without charge to Medtronic, its successors or assigns, but at Medtronic's expense.

ACCORDINGLY, each of the parties has caused this Agreement to be executed, in the manner appropriate for each, as of the date indicated.

EXONIX CORPORATION, d/b/a
EXONIX BIOMEDICAL ENGINEERING


Oscar Jimenez
President

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI, DADE)

On this 14 day of Nov., 2003, before me personally appeared Oscar Jimenez, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.


Notary Public



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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JANUARY 28, 1994

PTAS

THOMAS R. VIGIL
836 SOUTH NORTHWEST HIGHWAY
BARRINGTON, IL 60010



100312925A

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RECORDATION DATE: 10/21/1996

REEL/FRAME: 8235/0926
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BARRERAS, FRANCISCO JOSE, SR.

DOC DATE: 10/18/1996

ASSIGNOR:

JIMENEZ, OSCAR

DOC DATE: 10/18/1996

ASSIGNEE:

EXONIX BIOMEDICAL ENGINEERING
9344 N.W. 13 STREET
MIAMI, FLORIDA 33172

SERIAL NUMBER: 08690968
PATENT NUMBER:

FILING DATE: 08/01/1996
ISSUE DATE:

DIANE RUSSELE, EXAMINER
ASSIGNMENT DIVISION
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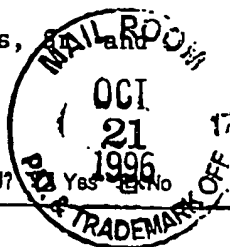


40-581

To the Honorable Commissioner of Patents and Trademarks, 1000 ... the attached original documents or copy thereof.

1. Name of conveying party(ies):

Francisco Jose Barreras, and
Oscar Jimenez



Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies):

Name: Exonix Biomedical Engineering

Internal Address: _____

Street Address: 9344 N.W. 13 Street

City: Miami State: Fla ZIP: 33172

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other _____

Execution date: October 18, 1996

4. Application number(s) or registration number(s): 03/690,968

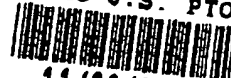
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

08/690,968

B. Patent No.(s)

12345 U.S. PTO



11/22/96

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas R. Vigil

Internal Address: _____

Street Address: 836 South Northwest Highway

City: Barrington State: Ill ZIP: 60010

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas R. Vigil

Name of Person Signing

Thomas R. Vigil

Signature

October 21, 1996

Date

Total number of pages including cover sheet, attachments and document: 2

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

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Serial No. 08/690,968

ASSIGNMENT

Filed: August 1, 1996

In consideration of ONE DOLLAR and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged.

We hereby assign to Exonix Biomedical Engineering

(hereinafter referred to as "Assignee"), presently residing at

(or) a corporation of the State of Floridahaving its principal place of business at 9344 N.W. 13th Street, Miami, Florida 33172its successors, legal representatives and assigns, the entire right, title and interest in the United States in our invention or improvements in RF COUPLED, IMPLANTABLE MEDICALDEVICE WITH RECHARGEABLE BACK-UP POWER SOURCEand in the application for Letters Patent of the United States therefor, executed by us on the 18th day of October, 19 96, and any and all other United States applications which we may file, either solely or

jointly with another on said invention or improvement, and in any and all Letters Patent of the United States which may be obtained on any of the said applications, and in any reissue, re-examination or extension hereof.

We hereby authorize and request the Commissioner of Patents to issue said Letters Patent to said Exonix Biomedical Engineering

We hereby authorize and request the attorney of record in said application to insert in this Assignment the filing date and Serial Number or said application when officially known.

We warrant ourselves to be the owner of the interest herein assigned, and to have the right to make this assignment; and we further warrant that there are no outstanding prior assignments, licenses or other rights in the interest herein assigned.

For said consideration, we hereby agree, upon request of said Assignee, its successors, legal representatives and assigns to execute any and all divisional or continuation applications for said invention or improvements thereto, and any necessary oath or declaration or supplemental oath or declaration or affidavit relating thereto, and any application for the reissue, renewal, extension or re-examination of any Letters Patent that may be granted upon said application, that said Assignee, its successors, legal representatives and assigns may deem necessary or expedient; and for said considerations we further agree upon the request of said Assignee, its successors, legal representatives and assigns, in the event of said application or any division thereof, or Letters Patent issued thereon, becoming involved in Interference, or in a request for re-examination, to cooperate to the best of our ability with said Assignee, its successors, legal representatives and assigns in the matter of assisting in the re-examination proceedings, and for said consideration, we further agree to perform, upon such requests, any and all affirmative acts to obtain said Letters Patent, and to vest all rights therein hereby conveyed in the said Assignee, its successors, legal representatives and assigns, whereby said Letters Patent will be held and enjoyed by said Assignee, its successors, legal representatives and assigns to the end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made, including the right to sue for past infringement, and for said consideration we hereby also assign to said Assignee, its successors, legal representatives and assigns the entire right, title and interest in said invention or improvements thereto for any and all foreign countries and our right to claim priority from U.S. Application Serial No. 08/690,968 filed August 1, 1996, under the International Convention for the Protection of Industrial Property or other multinational convention for any patent, utility model or industrial design application filed in a country which is a member of any applicable international convention for the protection of industrial property and / or under any internal priority legislation of such country; and for said consideration,

We hereby further agree upon the request of said Assignee, its successors, legal representatives and assigns to execute any and all documents that shall be required to be executed in connection with any and all applications for foreign Letters Patent, Petty Patent, Utility Model Registration or Industrial Design Registration including the prosecution thereof, and to execute any and all documents to vest title in said foreign applications, patents, utility model registrations or industrial design registrations in said Assignee.

WITNESS, our hand and seal this 18th day of October, 19 96

STATE OF _____)

) SS

COUNTY OF _____)

Francisco Barreras, Sr. (SEAL)Oscar Jimenez (SEAL)

On this _____ day of _____, 19 _____, before me, a Notary Public, appeared _____ and _____, to me known personally

to be the same person(s) whose name(s) is / are subscribed to the foregoing instrument, and acknowledged that he / she / they executed said instrument as his / her / their free and voluntary act and for the uses and purposes therein expressed.

NOTARY PUBLIC

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